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2 The Honorable Lonny R. Suko
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14 NoteWorld Servicing Center

15 FILED IN THE
16 U.S. DISTRICT COURT
17 EASTERN DISTRICT OF WASHINGTON

18 MAR 20 2012

19 JAMES R. LARSEN, CLERK
20 DEPUTY
21 SPOKANE, WASHINGTON

22 UNITED STATES DISTRICT COURT
23 EASTERN DISTRICT OF WASHINGTON
24 AT SPOKANE

25 DOYLE WHEELER and CARRI
26 WHEELER, husband and wife,
individually and on behalf of similarly
situated Washington residents,

27 Plaintiffs,

28 v.

29 NOTEWORLD, LLC, d/b/a
30 NOTEWORLD SERVICING CENTER, a
31 Delaware limited liability company;
32 NATIONWIDE SUPPORT SERVICES,
33 INC., a California corporation; FREEDOM
34 DEBT CENTER, a California corporation;
35 and JOHN AND JANE DOES A-K,

36 No. CV-10-202-LRS

37 CLASS ACTION

38 CONSENT JUDGMENT FOR
39 INJUNCTIVE RELIEF

40 Defendants.

41 [PROPOSED] CONSENT JUDGMENT FOR
42 INJUNCTIVE RELIEF - 1
43 Case No. CV-10-202-LRS

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THIS MATTER came before the Court for hearing pursuant to an Order of this Court, dated November 3, 2011, on the application of the Settling Parties for approval of the Settlement set forth in the Class Settlement Agreement dated as of October 18, 2011 (the “Agreement”). Due and adequate notice having been given of the settlement as required in said Order, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Agreement, and all capitalized terms used herein shall have the same meanings set forth in the Agreement.

2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all Members of the Class.

3. This agreed injunctive relief is the result of a negotiated settlement as set forth in the Agreement. NoteWorld does not admit to any wrongdoing or liability on its part. NoteWorld maintains that it has conducted its dealings with Named Plaintiffs and those similarly situated in a lawful manner in all respects. The Parties entered into the Agreement to avoid the further expense, inconvenience, and risk of litigation.

[PROPOSED] CONSENT JUDGMENT FOR
INJUNCTIVE RELIEF - 2
Case No. CV-10-202-LRS

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1 4. Neither this Consent Judgment nor the injunctive relief contained
2 herein, the Agreement nor the settlement contained therein, nor any act
3 performed or document executed pursuant to or in furtherance of the Agreement
4 or of the settlement: (a) is or may be deemed to be or may be used as an
5 admission of, or evidence of, the validity of any Released Claim, or of any
6 wrongdoing or liability of the Defendant NoteWorld; (b) is or may be deemed to
7 be or may be used as an admission of, or evidence of any fault or omission of
8 NoteWorld in any civil, criminal, or administrative proceeding in any court,
9 administrative agency or other tribunal; or (c) is or may be deemed to have res
10 judicata or collateral estoppel effect against NoteWorld or to give rise to any
11 form of estoppel against NoteWorld in any other proceeding. This Judgment
12 shall not be construed or used as a waiver or any limitation on any defense
13 otherwise available to NoteWorld in any other litigation. This Judgment is
14 made without trial or adjudication of any issue of fact or law or finding of
15 liability of any kind. Nothing in this Judgment shall be construed to limit or to
16 restrict NoteWorld's right to assert and maintain all available defenses.

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22 5. Injunctive Relief. The Parties agree that the procedures mandated
23 by the following injunctive relief are in compliance with current interpretations
24 of the application of the Debt Adjusting Act, RCW 18.28.010. As part of an
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[PROPOSED] CONSENT JUDGMENT FOR
INJUNCTIVE RELIEF - 3
Case No. CV-10-202-LRS

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1 agreed settlement as contained in the Agreement, and pursuant to RCW
 2 19.86.080 and RCW 18.28.200, NoteWorld is enjoined as follows:
 3

4 a. Existing Accounts. Starting October 18, 2011, any monies
 5 being held in the NoteWorld Trust Account on behalf of members of the Class
 6 will be disbursed only to those members of the Class or their creditor(s), subject
 7 to Washington State's unclaimed property laws. No fees of any kind will be
 8 disbursed from those accounts to any entity, whether to a debt settlement/debt
 9 adjusting company or to NoteWorld.
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11 b. Prospective Accounts. Sign-Up Agreements accepted by
 12 NoteWorld after the date of execution of this Settlement Agreement shall be
 13 handled in the following way:
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15 i. A \$25 "initial fee" may be charged by NoteWorld for
 16 each account.
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18 ii. Other than that initial fee, no payment of fees may be
 19 made to any entity unless and until a settlement payment is disbursed to a
 20 creditor.
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22 iii. When fees are disbursed at the time of settlement,
 23 those fees shall not exceed 15% of the debt being settled, which debt amount
 24 shall be determined as of the date of enrollment.
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 [PROPOSED] CONSENT JUDGMENT FOR
 INJUNCTIVE RELIEF - 4
 Case No. CV-10-202-LRS

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iv. NoteWorld will require the debt settlement / debt adjusting company to disclose the amount of total debt being enrolled in the debt adjusting plan for each consumer account being administered.

6. Exemptions and Future Law Changes. Notwithstanding the foregoing, nothing in this Consent Judgment nor in the Agreement shall prohibit NoteWorld from complying with any amendment to the Washington Debt Adjusting Act or relying on any exemption recognized in such amendment.

7. Modification of Injunctive Relief. NoteWorld may seek a modification in the federal court on an ex parte basis of the injunctive relief provisions in this Consent Judgment based on any change, modification or clarification of the applicable law through future case law, legislative action, promulgation of a rule or regulation by a state or federal agency with appropriate regulatory authority, pronouncement by a state or federal agency with appropriate regulatory authority or otherwise. This Court hereby retains continuing jurisdiction over modification of the injunctive relief provisions of this Consent Judgment.

8. Nothing in this Consent Judgment is intended to and does not in any way waive NoteWorld's right to rely upon the provision of and commentary to the amended Telemarketing Sales Rule effective September 27, 2010, and

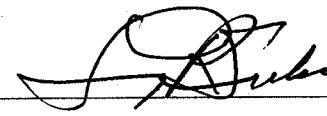
[PROPOSED] CONSENT JUDGMENT FOR
INJUNCTIVE RELIEF - 5
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1 NoteWorld retains all defenses, including but not limited to the defense of
2 federal preemption, arising from the Rule.
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5 IT IS SO ORDERED.
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7 Dated: 3/20/12


8 The Honorable Lonny R. Suko
9 United States District Judge
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[PROPOSED] CONSENT JUDGMENT FOR
INJUNCTIVE RELIEF - 6
Case No. CV-10-202-LRS

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